

A. G. Contract No. KR890060TRD_
ECS File: IGA-88-96
Location: Quartzsite-Parker-
Topock Hwy
Fund: H062404C
Project: B063 2 504
Section: 95-LA-148

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
LaPAZ COUNTY

THIS AGREEMENT is entered into 24 February, 1989, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and La PAZ COUNTY, acting by and through its Board of Supervisors ("County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of the County.

3. State has in process an improvement project to the Quartzsite-Parker-Topock highway (State Route 95) which will benefit the motoring public. County has requested certain improvements to the project, which include the relocation of an equipment crossing, providing a 24" sleeve for a future water line, increasing the quantity of a special game fence, and the addition of an 8' X 8' concrete box culvert, and has agreed to reimburse state for the costs of said improvements. Therefore, in consideration of the agreements expressed herein, it is agreed as follows:

NO. <u>13653.</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>2-24-89</u>
<u>John Shumway</u> Secretary of State
By <u>J. H. McMillon</u>

II. SCOPE OF WORK

1. The State shall call for bids, award and administer one or more contracts for the improvements requested by County.

2. The County shall bear all costs associated with the project improvements requested, estimated to be \$57,948.

3. In addition to those costs as set forth above, the County shall bear all costs associated with contractor delays or claims for extra compensation, if any, attributed by State to the improvements requested by County.

4. The State shall submit a bill to the County, together with a copy of the selected contractor's bid for costs associated with the improvements requested by County. The County shall remit full payment within thirty days of receipt of the invoice.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said construction project; provided, however, this agreement may be cancelled by either party prior to commencement of construction of requested improvements upon ninety days' written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. Both parties hereto acknowledge that this agreement may be cancelled by the Governor in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 apply to this agreement.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

LaPaz County Manager/Clerk
1301 Arizona Ave Suite 4
Parker, AZ 85344

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF LaPAZ

STATE OF ARIZONA

Department of Transportation

By [Signature]

By [Signature]

Title [Signature]

GARY K. ROBINSON

Chief Deputy State Engineer

ATTEST: [Signature]

County Clerk

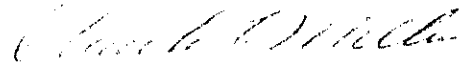
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RESOLUTION

BE IT RESOLVED on this 5th day of January 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the County of La Paz, Arizona for the purpose of constructing improvements to the Quartzsite-Earker-Topack Highway.

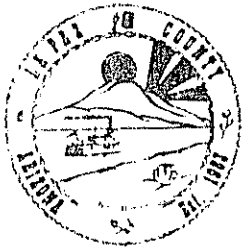
THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

La Paz County Board of Supervisors

1301 ARIZONA AVENUE, SUITE 1
POST OFFICE BOX 6
PARKER, ARIZONA 85901
(602) 669-6111



GENE FISHER
DISTRICT #1
DUCE MINOR
DISTRICT #2
FRANK G. LEE, JR.
DISTRICT #3
NETA J. BOWMAN
CLERK/COUNTY MANAGER

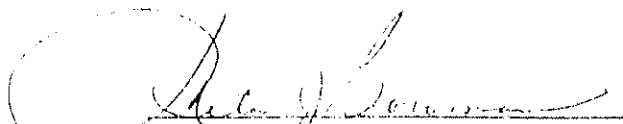
STATE OF ARIZONA)
COUNTY OF LA PAZ) ss

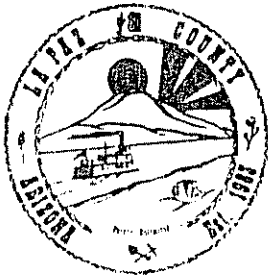
JPA 88-96

I, Neta J. Bowman, Clerk of the Board of Supervisors, do hereby certify that I am required by law to maintain custody of the minutes of the Board of Supervisors and that the following is a true and correct copy of a portion of the minutes of the Board of Supervisors Meeting held the 6th day of February 1989:

SUPERVISOR LEE MOVED to authorize execution of IGA Agreement 88-96, Quartzsite-Parker-Topock Highway, La Paz County, Arizona, at an estimated cost of \$57,948, as recommended by Clerk/County Manager Bowman. Motion seconded by Chairman Fisher, passed unanimously.

In Witness Whereof I have hereunto
set my hand. Done at Parker,
the County Seat, this 6th day
of February 1989.


Clerk of the Board



OFFICE OF THE
La Paz County Attorney
1200 ARIZONA AVENUE
P.O. BOX 709
PARKER ARIZONA 85131
(602) 659-6115

STEVEN P. SUSKIN
LA PAZ COUNTY ATTORNEY
ROBERT J. CAMPOS Jr.
DEPUTY
MICHAEL L. FREEMAN
DEPUTY

JPA 88-96

MEMORANDUM

TO: Board of Supervisors
La Paz

FROM: Steven P. Suskin
County Attorney

SUBJECT: Resolution No. 88-96

RE: Resolution No. 88-96
Adopted by the Board of Supervisors
on 11/15/88

That the Board of Supervisors of La Paz County, Arizona, do hereby agree as to the following:

It is my personal belief that the Board of Supervisors is in proper and good form and that the Board has the authority to enter into the same pursuant to the provisions of the Arizona Constitution.

STEVEN P. SUSKIN

11/15/88



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

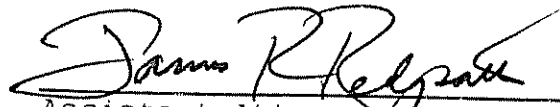
DETERMINATION

A. G. Contract No. KR-89-0060-750, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17th day of February, 1989.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division